

1. Parties. This is a contract for administrative services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and Benaissance, LLC, with a principal place of business in Omaha, Nebraska (hereafter called "Contractor"). The Contractor's form of business organization is a Limited Liability Corporation. The Contractor's local address is 11808 Grant Street, #200, Omaha, Nebraska 68164. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is administrative services generally on the subject of Premium Processing Services for the Health Benefit Exchange. Detailed services to be provided by the Contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ 3,720,000.00.

4. Contract Term. The period of Contractor's performance shall begin on July 1, 2015 and end on June 30, 2016 ("Term"). The State and the Contractor have the option of renewing this contract agreement for up to two (2) additional one-year contract terms.

Work performed between July 1, 2015 (retroactive date) and the signing or execution of this agreement that is in conformity with Attachment A may be billed under this agreement. Contractor agrees that in exchange for the consideration of the option to bill for services performed, all terms and conditions described in this agreement shall apply to any and all services performed for or on behalf of the State. Contractor agrees that by submitting invoices, bills, or otherwise seeking compensation for services performed prior to the finalization of this agreement or signing of this agreement, contractor is agreeing to the application of all terms of this contract to that period and to that work. Contractor further agrees to defend, indemnify, and hold the State harmless for any claim, dispute, non-contractual cost or charge, or any liability whatsoever, whether in law, equity, or otherwise, which arises from or is connected to the work performed prior to the execution of this agreement. Contractor further agrees that these terms apply regardless of whether the work is accepted by the State, and regardless of whether payment is issued by the State to the Contractor for the work in question.

5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

Approval by the Attorney General's Office is required.

Approval by the Secretary of Administration is required.

6. Amendment. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. Contacts: The contacts for this award are as follows:

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>For the Contractor</u>
Name:	Emily Trantum	Anne Petrow	Mark Waterstraat
Phone #:	802-879-5946	802-585-4994	402-884-7021
E-mail:	Emily.Trantum@vermont.gov	Anne.Petrow@vermont.gov	Mark.waterstraat@benaissance.com

NOTICES TO THE PARTIES UNDER THIS AGREEMENT

To the extent notices are required under this agreement, such notices shall be written and shall only be effective if sent to the following persons as representatives of the parties:

CONTRACTOR:

John Jenkins, President & CEO
Benaissance
11808 Grant St, Suite 200
Omaha, NE 68164
John.Jenkins@benaissance.com

STATE:

Howard Pallotta, General Counsel
Department of Vermont Health Access (DVHA)
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Howard.Pallotta@vermont.gov

Written notices may be sent by electronic mail except for the following notices, which must be sent by United States Postal Service certified mail: termination of contract, contract actions, damage claims, breach notifications, alteration of this paragraph.

DVHA MONITORING OF CONTRACT

The parties agree that the DVHA official State Program Manager is primarily responsible for the review of invoices presented by the Contractor.

8. Termination. This contract may be terminated in three ways. First, the contract may be terminated by either party for non-cause with a one hundred and eighty (180) day notice to the party seeking termination. Second, the contract may be terminated for breach of contract by either party. Such termination shall be effective upon notice provided the party terminating the agreement allows the other party a reasonable opportunity to cure the breach. Third, the contract may be terminated for failure of state or federal appropriations.

9. Attachments. This contract consists of 54 pages including the following attachments, which are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - Customary State Contract provisions
- Attachment D - Other Terms and Conditions
- Attachment E - Business Associate Agreement
- Attachment F - Customary Contract Provisions of the Agency of Human Services
- Attachment G - Business Partner Agreement
- Attachment H - Request for Approval to Subcontract
- Attachment I – Specialized Work Request

The order of precedence of documents shall be as follows:

- This document
- Attachment D
- Attachment C
- Attachment G
- Attachment A
- Attachment B
- Attachment E
- Attachment F
- Other Attachments

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY THE STATE OF VERMONT:

BY THE CONTRACTOR:

STEVEN COSTANTINO, COMMISSIONER
DATE
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Steven.Costantino@vermont.gov

MARK G. WATERSTRAAT, EVP DATE
11808 Grant St, Suite 200
Omaha, NE 68164
Phone: 402-884-7021
Email: mark.waterstraat@benaissance.com

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

I. Definitions

A. **"Carriers"** shall mean the insurance carriers offering insurance products through the VHC.

B. **"Contractor IP"** shall mean all of the intellectual property utilized by Contractor in its efforts to provide the Services and operate Contractor's business including, but not limited to, all patent applications, as well as any and all divisions, continuations, continuations-in-part, reissues, renewals, extensions, reexaminations, foreign counterpart applications and issued patents which relate to or claim the priority of same, including the right to file any and all such applications and receive letters patent thereon worldwide, including, without limitation, work done, independently or with other parties, and all other technology and intellectual property rights throughout the world of Contractor (including all derivatives thereof), including, but not limited to, trade secrets, trademarks, trademark applications and registrations (together with all goodwill of the business symbolized by such trademarks and the portion of the business of Contractor to which such trademarks pertain), domain names and copyrights.

C. **"Contractor Personnel"** means and refers to Contractor's employees and employees of Contractor's permitted subcontractors or permitted agents assigned by Contractor to perform Services under this Contract.

D. **"Contractor Software"** means the object code and source code versions of applications programs, operating system software, licensing keys, network protocols and operating programs, computer software languages, utilities, other computer programs and related documentation, in whatever form or media, including the tangible media on which any of the foregoing are recorded, stored, transmitted and/or printed, together with all corrections, improvements, updates, derivative works, adaptations, versions, translations and releases thereof, excluding Work Product, as defined in Attachment D, which are used to provide or otherwise in support of the provision of the Services. Absent any specific reference to the contrary, the term "Contractor Software" shall also refer to: (i) Software used under license from a third party and/or (iii) Software that is owned or for which Contractor has an exclusive license. References to Contractor Software shall be deemed to include the Documentation for such Contractor Software unless otherwise specifically indicated.

E. **"Custodial Account"** means an account held by the Contractor on behalf of the State of Vermont for the sole purpose of collecting premium payments from members who apply to the Vermont Health Benefit Exchange.

F. **"Data Security Standards"** means the highest industry standard administrative, technical, and physical safeguards and controls consistent with *NIST Special Publication 800-53* and *Federal Information Processing Standards 200* and including, but not limited to, those promulgated under HIPAA and HITECH, as well as the specific provisions specified in Exhibit 1 to this Attachment A, Vermont Security Policies, and such other applicable State policies as may be implemented during the Term of the Contract, including policies, procedures and practices agreed upon between the State and Contractor.

G. **"Facilities"** means the physical premises, locations and operations owned or leased by a party.

H. **"Insurance Industry Regulations"** means the statutes, rules and regulations governing the business of VHC and any of the Services to be provided by Contractor under this Contract, including, but not limited to the Affordable Care Act, which consists of The Patient Protection and Affordable Care Act, as amended by the federal Health Care and Education Reconciliation Act of 2010, pertaining to the federal mandate to render health insurance coverage widely available to the public, (as any of these or existing acts or future acts may be amended from time to time), 33 V.S.A. Chapter 18, subchapter 1, 8 V.S.A. Chapter 107, and such other statutes, rules and regulations that otherwise govern the sale of insurance, the business of the VHC, and the Services to be provided by Contractor hereunder, including, but not limited to, the statutes, rules and regulations of any compliance regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law

111-5 (“HITECH”), any regulations and guidance issued pursuant to HIPAA and/or HITECH, and such guidance that may be provided by the Centers for Medicare & Medicaid Services (“CMS”) from time to time.

I. **“Plan Participants”** means those individuals who have purchased insurance through the VHC.

J. **“Resources”** means any and all Facilities, software, equipment, personnel, information and all other goods, services, materials, fixtures, tangible and intangible items, intellectual property, assets, licenses, rights and capabilities of either Contractor or the State, regardless of the nature of the ownership, leasehold, licensing or the basis upon which any of the foregoing or the foregoing capabilities are available to such party.

K. **“Service Level”** means the specific level of performance Contractor is required to comply with and adhere to in providing the Services in conformity with the Requirements as set forth herein, consistent with the criteria and parameters specified in Section VIII, Service Levels.

L. **“Services”** means the services described in Sections II and III of this Agreement.

M. **“VHC”** means the State’s on-line health insurance exchange, Vermont Health Connect.

II. Services

Contractor shall perform payment services administration associated with carrier insurance premiums, State premium subsidy, state cost sharing reduction, and refunds/terminations, including:

Invoicing

Collection

Remittance

Custodial account reconciliation

Funds movement

New customer on-boarding

Configuration testing and user acceptance

Training and support services

Postmark date aware lockbox payment processing

Data entry

Document management

Credit/debit card transaction processing

ACH (recurring and virtual check) processing and account management

Reporting

Weekly custodial cash remittance processing

Payment adjustments and voids

Software design, development and implementation (“DDI”) that will be required as a result of Change of Circumstances functionality (“CoC”) clean up, CoC integration, tier hierarchy billing and partial payment.

Detailed reports for reconciliation of premium payments including Vermont Premium Assistance (VPA) and Cost Share Reduction (CSR) are needed to reconcile the State’s Siebel reporting system (record of fact), Contractor and insurance Carrier records especially for account maintenance needed for Interim Change Process (ICP)/CoC affected accounts. Contractor shall perform DDI in conjunction with the State’s reporting subcontractor

Archetype to take ad hoc query reports and establish daily, weekly, monthly production reconciliation reports.

These reports shall also reconcile the custodial account on a monthly basis until system integration and CoC functionality is established. At a minimum, Contractor shall provide the State with the reports listed in the following table at the frequency identified therein:

Field Name	How Data is Received	Frequency
Collected VPA	OLAP	Monthly
Remitted VPA	OLAP	Weekly and last business day of the month.
Collected VT CSR	OLAP	Monthly
Remitted VT CSR	OLAP	Monthly
Collected Payments	OLAP	Nightly
Remitted Premium	OLAP	Weekly and last business day of the month.
Balance Owed		Upon request

III. Specialized Services

At the State Project Director's formal written request utilizing the work request form in Attachment J, the Contractor shall perform custom modifications or enhancements to the Benaissance ExchangePoint SaaS billing system, provide custom reports, research data issues, or accommodate other specific custom requests of this nature. The Contractor shall use reasonable efforts to accommodate these requests to the extent Contractor has resources available to perform the work required. All specialized services performed shall be billed in accordance with the rate card in Attachment B.

IV. Requirements

The Contractor shall, at a minimum, provide State with Services that meet the tools and functionality requirements ("Requirements") set forth the table below.

Ref Code	Category	Requirement Description "The system shall..."
1	Monthly Reporting	Contractor shall provide a monthly report of SLA success/failure including capture methodology
2	Financial Reporting	Work with State to provide additional financial reports as defined by the State as Specialized Services.
3	Error/Problem Resolution	Contractor Recognized abnormality communicated to SOV for resolution by both parties
4	Monthly Reconciliation Report	Contractor shall provide monthly reconciliation of custodial account.
5	Quarterly Reconciliation Report	Contractor shall provide data needed for finance and cash flow reporting.
6	Invoicing and Payment	Invoicing and Payment of Vermont Premium Assistance (VPA)/Vermont Cost Share Reduction (VCSR), as required

7	Invoicing and Payment	Invoice State Premium Subsidy to the State, to pay Issuers on the State's behalf, when premiums are remitted by an individual, as required.
8	Issuer Payment Reconciliation	Provide authorized Exchange users a method to review the Exchange financial records for payment discrepancies identified by the Issuer.
9	Premium Payment Processing	Maintain lockbox for premium payments.
10	Premium Payment Processing	Receive and process premium payments according to established payment hierarchy.
11	Premium Payment Processing	Manage check and ACH processing for payment remittance
12	Premium Payment Processing	Record individual premium payment option, report results.
13	Premium Payment Processing	Aggregate individual premium payment amount itemized by billing cycle and by product.
14	Premium Payment Processing	Generate family unit invoices based on inputs provided by the Exchange.
15	Premium Payment Processing	Send Invoice notification to Individual for monthly premium payment using USPS mail or provide electronic file.
16	Premium Payment Processing	The invoice should include upcoming month's premium due and prior unpaid premium amounts and adjusted amounts.
17	Premium Payment Processing	Produce electronic or hard-copy monthly premium invoice for individual or family unit, itemized by product/program and summarized to one total amount
18	Premium Payment Processing	Collect premiums from each family unit on behalf of the Exchange.
19	Premium Payment Processing	Provide the ability for individuals and family units to pay premium via ACH Debit (Automated Clearing House) and debit/credit card in compliance with the Payment Card Industry Data Security Standards for public and private plans.
20	Premium Payment Processing	Support individuals making recurring or scheduled premium payments to the Exchange.
21	Premium Payment Processing	Receive and process premium payments from individuals and family units.
22	Premium Payment Processing	Track premium payment timing relative to the premium due date, and not the grace period end.
23	Premium Payment Processing	When electronic payment methods are used record payment type and premium payment amount and card surcharges, if any.
24	Premium Payment Processing	Track premium payments by individuals, including information related to payment type
25	Premium Payment Processing	Include adjustment to premium and balance forward amount on monthly invoices.
26	Premium Payment Processing	Provide process to update the individual account with an invoice adjustment as a result of a discrepancy resolution.
27	Premium Payment Processing	Provide appropriate data to the Exchange to support Customer Service workers in completing customer service requests pertaining to premium processing.
28	Premium Payment Processing	Provide data to the Exchange to support the Exchange developing and sending premium payment reports via EDI 834 and EDI 820 transactions to the Issuers.

29	Premium Payment Processing	The system will aggregate premium payments for each Issuer.
30	State Premium Subsidy and CSR	Invoice VPA and State CSR payment to the State, to pay Issuers on the State's behalf.
31	State Premium Subsidy and CSR	Collect VPA and State CSR payment and transmit to Issuer.
32	State Premium Subsidy and CSR	The system will perform the aggregation on a monthly basis.
33	State Premium Subsidy and CSR	Annually receive from the Exchange actual State CSR due amounts as calculated by the Issuers to reconcile against the advanced State CSR payments, at the individual level.
34	State Premium Subsidy and CSR	Provide electronic notification to Exchange for forwarding to the Issuers.
35	State Premium Subsidy and CSR	Quarterly, provide the data to the Exchange to support the reporting of the state premium subsidy payments that have not been forwarded to the Issuer due to a lack of matching premium payments from the individual.
36	Interface	Establish an interface with the Exchange in order to receive enrollment and premiums data (e.g., members' share of the premium, advance premium tax credit (APTC), cost sharing reductions (CSRs), state premium subsidy amount(s), state CSR) for each family unit enrolled in coverage through the Exchange.
37	Customer Service	Provide support to the DHVA Premium Processing and Enrollment Team via phone and web. (Premium Processor will not be expected to provide live direct service to consumers or employers).
38	Customer Service	Transmit the family unit's complete premium payment for qualified health plans (QHP) to the Issuers weekly and last business day of the month.
39	Account Processing	Transmit the family unit's premium payment for public programs (e.g., Dr. Dynasaur) to the State Treasurer's bank account weekly and the last business day of the month.
40	Account Processing	Provide data daily to the Exchange to support the Exchange providing regular updates including "paid through date" reporting (834 'benefit coverage period') to the Issuers and the State's Medicaid Business Office.
41	Account Processing	Update the family unit's account as a result of the termination notice.
42	Account Processing	In the case the family unit has terminated coverage and has a balance outstanding; send the family unit any refunds due monthly.
43	Account Processing	Integrate with the Exchange system to allow family units to view their payment history and manage their account through the Exchange system.
44	System access	Provide access to the premium processing system for DVHA workers.
45	Record retention	Maintain books, records, documents, and other evidence of accounting procedures and practices of the premium processing program including fiscal recognition of APTCs, CSRs, State CSRs, state premium subsidy/(ies) for each benefit year for at least 10 years.

V. Key Project Staff

Contractor will perform and support the Services consistent with this Contract and the Requirements. Contractor Personnel shall perform the Services in a timely, diligent, professional and work person like manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment. Contractor will put appropriate training in place to meet initial and ongoing training requirements of Contractor Personnel assigned to perform Services. Contractor shall be responsible, at its own cost and expense, for any and all recruitment, background checks, hiring, Contractor-specific training, education and orientation for all Contractor Personnel assigned or to be assigned to perform Services or support the Requirements. All Contractor Personnel, in addition to any Contractor security policies and procedures, shall be required to comply with the Data Security Standards in this Contract.

Contractor Personnel in a position to obtain or have access to State Information must pass the following background checks, which shall be performed by Contractor:

- Social Security verification – uses credit bureau header records or a similar type of database, to develop a/k/a's, residential history, and likelihood of SSN belonging to candidate;
- Seven year criminal history (felony, misdemeanor), based on residence, education and employment addresses – reviews criminal history based on all names provided and developed, all jurisdictions provided and developed;
- County and federal levels;
- National Criminal Locator (NCRL) – reviews criminal history based on review of jurisdictions in which the candidate may have a criminal record.

No Contractor Personnel shall be placed on the project until any required investigation is complete; provided, however, that background checks on Contractor Personnel that otherwise comply with this Section and were conducted no more than twelve (12) months prior to placement with the State shall be considered complete. No Contractor Personnel will be placed on the project when a felony conviction is present or a misdemeanor conviction that involves a crime against a person; a crime involving the use or misuse of computer network; a crime involving weapons, explosives or arson; a crime involving trade secret/proprietary information; a crime involving theft, dishonesty, embezzlement, breach of fiduciary duty, identity theft, or other financial-related crimes, or a crime involving illegal drugs and/or controlled substances.

All Contractor Personnel providing or assigned to provide Services or otherwise in a position to obtain or have access to State Data (as defined in Attachment D), shall execute a non-disclosure agreement in a form acceptable to the State.

The timing for transfer, reassignment or replacement of Contractor Personnel will be coordinated with requirements for timing and other elements of the Services so as to maintain continuity in the performance of the Services and avoid interruption or disruption to the Services or any failures to maintain Service Levels.

If the State believes any Service requires continuity and dedicated support or attention from Contractor, the State may request, by written notice to Contractor, that Contractor assign one or more individuals, on a full time, dedicated and exclusive basis to the support, performance and provision of such Service and the parties will work through the details of any such assignment, temporary or permanent.

VI. Key Project Staff Changes

In the event that a key project staff leaves the project, Contractor agrees to notify the State. Contractor shall provide the State written justification and obtain prior written approval of the State before making any key staffing changes. Replacement of Key Project Staff, if required, shall have comparable or greater skills and applied experience than the Key Project Staff member being replaced and be subject to reference and background checks described above.

Notwithstanding the foregoing, the State acknowledges that Key Project Staff may become unavailable due to termination of employment for any reason, through disability or death, illness, or through leave of absence such as FMLA or National Guard duty for example. In such circumstances, Contractor shall promptly notify the State in writing of the impending or actual departure of any Key Personnel and of the qualifications and identity of proposed replacement Key Project Staff. The State has the right to reasonably disapprove of any replacement Key Project Staff.

In the event the State is paying for specific Services on a time and materials basis, and the State believes that Contractor is inefficiently utilizing any Resources or Contractor Personnel assigned to perform Services, the State may give Contractor a notice requesting a decrease in the number, or reassignment of, Contractor Personnel. Upon receipt of such notice, Contractor shall, within five (5) days from the State's notice, provide the State with a recommendation which the Contractor reasonably considers will accomplish the requisite improvement. If Contractor fails in any material respect to meet the Requirements, and a root cause analysis determines that the failure was due in material part to an inadequate number of personnel, then Contractor shall promptly assign appropriate personnel to address the inadequacy. As mutually agreed, changes to the number of Contractor Personnel shall be documented as part of the status reporting and forecasting processes.

Control of Contractor Personnel. Contractor shall be fully responsible for the management, compensation, and performance of all Contractor Personnel, and the filing of any and all returns and reports and the withholding and/or payment of all applicable federal, State, and local wage tax, or employment-related taxes, including, but not limited to, income taxes, gross receipt taxes, taxes measured by income, social security taxes, and unemployment taxes for

Contractor and Contractor's employees. Notwithstanding the foregoing, Contractor's employees shall adhere to the State's policies and procedures, of which Contractor is made aware while on State Premises, and shall behave and perform in a professional manner. The State, may, in its reasonable discretion, require Contractor to replace any Contractor Personnel, including but not limited to Key Project Staff, working hereunder who does not adhere to, behave, and perform consistent with the State's policies and procedures, or otherwise engages in unprofessional or unethical conduct, or abuses any illegal substance or alcohol, or engages in illegal activities or consistently underperforms. The State shall provide written notice to Contractor of the requirement of replacement, or with whom there are irresolvable personality conflicts. Contractor shall use reasonable efforts to promptly and expeditiously replace Key Project Staff and replace all other personnel within fifteen (15) business days of receipt of the written notice unless otherwise mutually agreed. The State's right to request replacement of Contractor personnel hereunder relates solely to the removal of individuals from work on this Contract with the State and does not create an employment relationship. Nothing in this Contract authorizes the State to direct the Contractor's termination of the employment of any individual.

VII. Scope Of Service:

Contractor agrees to provide and shall perform the Services described herein in accordance with and subject to the terms and conditions set forth in this Contract, including in compliance with all applicable laws, Data Security Standards and Insurance Industry Regulations.

Resources. Unless otherwise expressly provided in this Contract, all Resources required for the proper performance of Services by Contractor hereunder shall be under the control, management and supervision of Contractor and Contractor shall be responsible, at its sole cost and expense, for procuring, obtaining and making available all such Resources.

Proposal Assistance. If at any time during the Term, the State elects to request any bid, quote, information and/or proposal from one or more third party service providers for the provision of all or any part of the Services being provided by Contractor hereunder, Contractor shall cooperate with the State by providing the State reasonable access to relevant Contractor Personnel for the benefit of the State in connection with the State's request.

Premier Customer. Contractor will treat the State as a premier customer in all respects, consistent with Contractor's practices and treatment of its best and most favored customers. As such, the State shall be entitled to the following:

Continuous Improvement. Throughout the Term, Contractor shall, subject to and always consistent with the Requirements and provisions of this Contract, proactively stay abreast of emerging technology and processes and present to the State for the State's consideration: (i) opportunities to implement improved Contractor Resources, processes and methodologies in connection with the Services; (ii) opportunities to implement improved State Resources, processes and methodologies then currently used by the State in performing services and operations which have been retained by and are performed by the State and which relate to the Services; (iii) any other opportunities Contractor may choose to bring to the State's attention which Contractor is or becomes aware of and may be of potential benefit for the State to consider; and (iv) potential improvements in Service Levels, whether identified as proven techniques and tools from other installations within its operations or through industry awareness or otherwise. Contractor shall include references to all of the foregoing items in the periodic reports provided to the State in connection with this Contract. Contractor shall cooperate with the State in evaluating such proposed improvements, which, for the avoidance of ambiguity, shall not be implemented by Contractor unless reviewed, approved and agreed by the State.

Disaster Recovery Priority. In accordance with the requirements of this Contract, in the event of a disaster, material interruption or any disruption in or affecting the Services, in prioritizing and dedicating efforts by Contractor to recover and resume normal and proper Service delivery and the provision of services, information and resources to its other customers generally, Contractor will proceed in an efficient and responsible manner in an effort to recover and/or resume Services as soon as reasonably possible.

Contractor Goods. Contractor will be responsible for Contractor Software. Contractor shall install, operate, update and maintain, at its expense, all Contractor Software used in connection with the Services during the Term. Contractor grants to the State and its suppliers, a limited, revocable, worldwide, royalty free, non-exclusive right and license (or such other equivalent or comparable rights required) to access and use all Services solely in connection with,

and to the extent necessary to receive the deliverables and Work Product specifically set forth herein during the Term. Except for the limited rights and licenses as are granted to the State in connection with the Services as specified in this Contract, Contractor shall retain all right, title and interest in and to its Information, Resources, Facilities, Contractor Software, Contractor IP and derivatives thereof (as that term is defined under U.S. copyright law, Title 17 U.S.C.), and all other rights, tangible or intangible ("**Contractor Goods**").

Upon expiration or termination of this Contract for any reason, all such licenses granted to the State in connection therewith shall immediately terminate without further notice required, and the State shall return all Contractor Goods and all copies and the State shall have no further right or license to such Contractor Goods. So long as State has any right to use any Contractor Goods, Contractor grants to State a nonexclusive, royalty-free, worldwide and limited right and license to receive the Services for its internal business purposes.

The parties specifically agree that any language or provisions contained in a Contractor Document is of no force and effect if such language or provisions conflict with the terms of this Contract. Further, in no event shall any Contractor Document:

- require indemnification by the State of the Contractor;
- waive the State's right to a jury trial;
- establish jurisdiction in any venue other than the Superior Court of the State of Vermont, Civil Division, Washington Unit;
- designate a governing law other than the laws of the State of Vermont;
- constitute an implied or deemed waiver of the immunities, defenses, rights or actions arising out of State's sovereign status or under the Eleventh Amendment to the United States Constitution; or
- limit the time within which an action may be brought hereunder.

Disaster Recovery. Contractor shall at all times maintain business continuity, contingency and disaster recovery plans, procedures and capabilities with respect to the Services, including all Contractor Facilities, that meet all Requirements and applicable regulatory requirements, including Laws, if any (collectively, "**Contingency Plans**"). With respect to disaster recovery, Contractor will, at a minimum:

(a) Perform functions in accordance with internationally accepted business continuity, contingency and disaster recovery planning standards and procedures agreed upon by Contractor and the State, which standards and procedures will provide fully integrated cross-functional recovery, as specified in any procedures manuals that are developed by the parties for the Services ("**Procedures Manual(s)**") and which will be no less stringent than the standards and procedures used at well-managed, prudently managed operations providing functions and containing assets similar to the Services.

(b) Perform tests and backups as specified in the Procedures Manual(s) or as otherwise reasonably necessary to maximize availability of the Services during problems, including disaster/business recovery functions for all State Data.

(c) Provide, maintain, and as appropriate, upgrade, replace and enhance state of the art uninterrupted power supplies for all equipment used to provide the Services.

(d) Maintain backup network and telecommunications services that will allow the State to dial-in or otherwise connect to the hot site or any other remote facility used by Contractor during a disaster.

(e) Provide technology change and upgrade capability so that business continuity, contingency and disaster recovery capabilities and resources stay current with the technology levels for the Services.

(f) Refrain from making any changes or modifications to Contractor's business continuity, contingency and disaster recovery plans, procedures and capabilities that may affect the Services, State or Contractor's Facilities in the event of a disaster or business interruption. Contractor shall notify the State at least sixty (60) days prior to making any changes or modifications to any Contingency Plans, and upon notice from the State, shall refrain from and delay initiating or implementing any such change if, as specified in said notice, the State has reason to believe such change or modification may adversely affect any backup, recovery or contingency capabilities and resources applicable to the Services.

The State shall retain authority for developing policies and business requirements regarding contingency planning, disaster recovery and business resumption planning applicable to the State Facilities. Contractor shall fully

cooperate with the State and provide such assistance as requested by the State from time to time in connection with the testing and auditing of all State Contingency Plans and all other State policies, procedures and business requirements provided to Contractor or otherwise applicable to the State Facilities, Resources and Services (collectively, the “**State Contingency Plans**”). Contractor shall comply with the State Contingency Plans, including any laws relative to the State, to the extent such plans, policies, requirements and laws apply to the Services. Contractor shall develop and execute contingency planning, business resumption and disaster recovery practices consistent with such policies, business requirements, and laws. The State shall, from time to time, review and modify the policies and business requirements and such modifications shall be implemented by Contractor.

Third Party Cooperation. The State may hire an independent, third-party “independent validation and verification” contractor to assist with auditing only those portions of the software and written deliverables related to providing the Services, including the Project Management Plan and acceptance criteria. The State may hire other independent contractors as it may require to assist with the project. Contractor will cooperate with the State and the third party, including provision of: (i) written Documentation requested by the State; (ii) commercially reasonable assistance and support services to such third party; and (iii) reasonable access to Contractor as necessary for such third parties to perform their work. The State shall use reasonable efforts to require such third parties to comply with Contractor’s reasonable requirements regarding notice, confidentiality, operations, standards, and security.

Subcontractor Requirements. Per Attachment C, Section 15, if the Contractor chooses to subcontract work under this agreement, the Contractor must first fill out and submit the Request for Approval to Subcontract Form (Appendix I – Required Forms) in order to seek approval from the State prior to signing an agreement with a third party. Upon receipt of the Request for Approval to Subcontract Form, the State shall review and respond within five (5) business days. Under no circumstance shall the Contractor enter into a sub-agreement without prior authorization from the State. The Contractor shall submit the Request for Approval to Subcontract Form to:

Emily Trantum
Contracts and Grants Administrator
Department of Vermont Health Access (DVHA)
312 Hurricane Lane
Williston, VT 05495-2087
emily.trantum@vermont.gov

Should the status of any third party or Subrecipient change, the Contractor is responsible for updating the State within fourteen (14) days of said change

VIII. Service Level Agreement

Goals & Objectives

The purpose of these Service Levels is to ensure that the proper elements and commitments are in place to provide consistent Service delivery to the State by the Contractor. The objectives of these Service Levels are to:

- Provide clear reference to Service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of Service provision to the State.
- Match perceptions of expected Service provision with actual Service support and delivery.

Contractor warrants that it shall perform the Services, in whole and in part, to meet the performance levels articulated throughout this Contract to meet the following Service Levels:

Payment Accuracy

Misapplication of paper payments to an incorrect member record is to be limited to no more than 1 in 1,500. Contractor will provide a performance matrix monthly.

Recurring ACH Premium Payment Transactions

Contractor shall initiate monthly ACH debit transaction file for all Plan Participants who elect to pay by monthly recurring ACH debit one time per month so that the debit transaction occurs on the 5th of the month or the 1st business day thereafter.

Premium Remittance to Issuers

Contractor shall ensure timely weekly and month-end remittance of collection premiums to Carriers. Contractor shall remit posted and adjusted premiums for receipt by Carriers on each non-holiday Wednesday for the previous week's deposits through Friday, and non-holiday last business day of month for the deposits made through the end of the 4th to last business day of the month. Contractor will provide a performance matrix monthly

Process Refunds for Terminated Plan Participation:

Contractor shall process and provide refunds to Plan Participants who terminate with a balance. Contractor shall process refunds on the 5th of the month, or first business day thereafter, to all individuals with a remaining balance, that was terminated with an effective date of termination of greater than one calendar month. Contractor will provide a Refund Report for review by Health Care Eligibility and Enrollment Operations and will be instructed by Health Care Eligibility and Enrollment Operations to identify those that need special attention.

Process Hardship Refunds for Active Plan Participants:

Contractor shall process and provide hardship refunds of whole payments to Plan Participants. Contractor shall process hardships refunds of electronic customer payments within 3 business days from date of request. Contractor shall process hardship refunds of paper check customer payments within 14 business days from date of request or date customer payment cleared bank, whichever is less.

Process Refunds for an Online Payment Error for Plan Participants:

Contractor shall process and provide refunds for online payment errors for Plan Participants. Refunds are to be processed within 3 business days from date of request by the State.

Generation of Agreed Upon Notices (other than Invoices):

Contractor shall ensure timely generation and mailing of all agreed upon customer notices. Contractor shall generate and distribute all agreed upon notices to customers via mail within 3 business days of event related to the notice. Notices shall include but not be limited to:

- * Premium Invoice (Plan Participant)
- * Group List Bill (ER) – when applicable
- * Partial Payment Notice – when applicable
- * Voided Payment – when applicable
- * Refund - when applicable
- * Plan Change
- * Returned Deposit Item Notice
- * Chargeback Debit Advice

Contractor shall scan or image all agreed notices including post mark and file it by member by year and make it available to the State upon request. Copies of all agreed notices shall be stored by member name and made available to the State for retrieval through Contractors Exchange Point SaaS billing platform.

Generation of Invoices

Contractor shall ensure timely generation and distribution by mail of all invoices as follows: Contractor shall generate and distribute all customer invoices on the 5th of the month or first business day thereafter, and place into the United States mail stream within 3 days. Contractor shall provide proof of mail reporting to Health Care Eligibility and Enrollment Operations within 2 business days after generation. Contractor shall generate and submit to the State the monthly Cost Share Reduction (CSR) invoice on the 5th of the month or first business day thereafter. Contractor shall generate and submit to the State the monthly Vermont Premium Assistance (VPA) invoice on the 16th of the month or first business day thereafter. For customers that elect to receive an electronic invoice by email, Contractor shall generate and distribute the notice to the State for emailing to the customer. Contractor will provide a performance matrix monthly.

Custodial Account Reconciliation

Contractor shall ensure accountability of custodial funds. Contractor shall provide a monthly reconciliation report of to the Program Manager listed on page 1 on the 15th of the following month. First report shall be due 90 days after contract execution. The monthly report shall contain a detail of all components that make up the remaining balance in the account. Development costs of the report shall be covered by Specialized Services in section III of Attachment A.

IX. Service Credits

Contractor will provide the State with a performance matrix each month. In the event that the contractor fails to meet one or more of the following service levels in any given month, the State shall, in its discretion, apply a service credit of up to 10% of the monthly invoice against the monthly payment that follows the month in which the service deficiencies were reported to the State:

Generation of Invoices
Premium Remittance to Issuers
Payment Accuracy

The parties acknowledge and agree that service credits are not punitive and are a credit to the State for Services which were not provided, in whole or in part, in the prior month. In any given month the Service Credits eligible for award to the State shall be capped at 10% of the monthly invoice.

In the case the State determines that the service credit of 10% of the monthly invoice does not cover the costs to the State regarding a performance deficit of the contractor, the State may deduct a higher service level credit only after the process noted below. The State will send a written notice to the contractor stating the performance deficit, the amount of the service credit and the reasoning for the credit. The contractor shall respond within twenty (20) calendar days of receipt to the letter. If the Contractor does not agree to the full service credit a meeting will occur with the Program Manager and a contractor's representative. The parties agree that such meeting will occur within twenty (20) calendar day of the receipt of the letter from the Contractor. The parties may negotiate a solution that is mutually agreeable. The State retains the discretion to impose the higher service credit.

The State shall deduct service credits from the Contractor's monthly invoices or apply them to other service within the contract. If the Contractor wishes to dispute a Service Credit for any particular month, a written notice of the dispute must be submitted with that month's invoice and the dispute will be reviewed by the State for approval.

Contractor must implement all testing, measurement and monitoring tools and procedures required to measure and report, on a monthly basis, Contractor's performance of the System against the applicable Service Levels set forth herein. Such testing, measurement and monitoring must permit reporting at a level of detail sufficient to verify compliance with the Service Levels set forth herein, and will be subject to audit by the State. Contractor will provide the State with information and access to all information or work product produced by such tools and procedures on a monthly basis for purposes of verification.

X. Fiduciary Responsibilities

Contractor agrees to maintain and safeguard the custodial accounts, which include funds collected from Vermont Health Connect customers for premium and subsidies for transmission to carriers on behalf of the State.

Duties include:

- Prompt notification of receipt of funds and disbursement.
- Contractor shall segregate and maintain a separate account for State custodial account funds to be held exclusively in the name of the State (there shall be no commingling of State and Contractor funds).
- Maintenance of proper and complete records of custodial account funds.
- Rendering of a full accounting on behalf of the State or regulators upon request.
- Direction for the movement of funds will be made exclusively by the State and communicated to the Contractor by the State Program Manager.
- Immediate notification of misapplication or misappropriation of funds.
- Custodial account funds will be delivered to the State of Vermont in the case of Contractor bankruptcy or termination of Contractor Services and this Contract shall be terminated.

- The State shall be held harmless for any acts or omissions of the Contractor in the performance of its fiduciary responsibilities hereunder.
- Contractor shall perform fiduciary responsibilities in compliance with all federal and State fiduciary laws.

XI. Security Policies

1. Contractor shall abide by Minimum Acceptable Risk Standards for Exchanges, as finalized and amended by CMS from time to time
2. Contractor shall abide by State of Vermont Security Policies, the Agency of Human Services Security Policies and the Vermont Health Connect Policies and procedures. These policies are available upon request.
3. Contractor shall abide by recommended Security Controls for Federal Information Systems, NIST Special Publication 800-53 (rev 3 or higher), to the extent not in conflict with 1 and 2 above.
4. Contractor shall abide by IRS Safeguards Program – Publication 1075, FIPS 140-2 and IRS Security Bulletin 1075
5. Contractor shall abide by HIPAA Security and Privacy Rules as amended by HITECH, as amended from time to time, and relevant CMS Regulations regarding HIPAA and Information Technology.
6. Contractor shall abide by PCI Data Security Standard
7. Contractor shall abide by any other information technology security policies implemented and/or adopted by the State, as amended from time to time. These policies shall be available upon request.
8. Contractor shall abide by prior to placement of Contractor Personnel on the project, the State will provide the appropriate level of privacy and security compliance training to Supplier Personnel as deemed necessary by the State.
9. Contractor shall abide by security measures requested by the State necessary to provide access to any State Facilities.

ATTACHMENT B

PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice, payments against this contract will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

Contractor invoices shall be submitted monthly and shall include the date of invoice submission to the State, an invoice number, dates of services performed, and amount billed for each budget line and total amount billed. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing as required by 32 VSA §463. Invoicing must contain a detail of services including dates and hours of work performed and rates of pay. Rates are fully inclusive of travel and expenses. No benefits or insurance will be reimbursed by the State.

Upon acceptance of the required reports and deliverables the Contractor shall invoice the State for services performed. Required Reports should be submitted to:

Anne Petrow
Finance Director
Department of Vermont Health Access (DVHA)
312 Hurricane Lane
Williston, VT 05495-2087
Anne.Petrow@state.vt.us

Invoices shall reference this contract number and be submitted electronically to:

Emily Trantum
Contracts and Grants Administrator
Department of Vermont Health Access (DVHA)
312 Hurricane Lane
Williston, VT 05495-2087
emily.trantum@state.vt.us

The total maximum amount payable under this contract shall not exceed **\$3,720,000.**

SFY 16 Estimated Budget[illegible]

Per Person Per Month Costs: Contractor shall be paid for services based on the following rates or schedule:

Description	Year 1 (7/2015 – 12/2015)	Year 2 (7/2016 – 12/2016)	Year 3 (7/2017 – 12/2017)
Monthly fee for each active Subscriber who receives a premium invoice and/or remits a payment in the VHC Individual Exchange	\$5.74 Per Subscriber Per Month	\$5.74 Per Subscriber Per Month	\$5.91 Per Subscriber Per Month
Monthly fee for each active Subscriber who does not receive a premium invoice (due to \$0 premium) in the VHC Individual Exchange	\$2.75 Per Subscriber Per Month	\$2.75 Per Subscriber Per Month	\$2.83 Per Subscriber Per Month
Monthly fee for each active Employee whose employer receives a premium invoice or remits a payment in the VHC Small Business Exchange	\$1.67 Per Employee Per Month	\$1.67 Per Employee Per Month	\$1.72 Per Employee Per Month
Monthly Minimum Bill Amount – The total monthly fee paid by DVHA to Contractor each month shall not be less than:	\$111,750 per month	\$111,750 per month	\$115,103 per month

Specialized Services: Contractor shall be paid for services based on the following rates or schedule:

With the exception of work specific to the Data Review and Correction, for any work formally requested and approved by State as defined in Attachment A, Contractor shall bill in accordance the following hourly rate card, which includes all travel expenses:

Rate Type	Rate
Technical (Architect, Developer, DBA, Infrastructure)	\$ 275.00
Analyst (Engagement Manager, Project Manager, Business Analyst, QA)	\$ 225.00
Specialist (Data Specialist, Technical Writer, Relationship/Account Manager)	\$ 200.00
Executive	\$ 525.00

For any Data Review and Correction cases formally requested and approved by State as defined in Attachment A, Contractor shall bill in accordance the following hourly rate card which includes all travel expenses:

Rate Type	Rate
Technical	\$ 150.00
Analyst	\$ 150.00
Specialist	\$ 150.00

The Contractor agrees that rate type assigned to an employee shall not be changed during the term of this agreement. All invoices for Specialized Services billed at an hourly rate shall specify the dates and times of service and include a summary of services performed.

Expenses: The fee for services shall be inclusive of expenses.

Excused Performance. Notwithstanding anything to the contrary herein, Contractor shall not be liable for performance under this Contract to the extent that the failure to perform is attributable in any material respect to delays caused by the State or its agents, representatives, resources or contractors or Force Majeure events, provided that contractor takes reasonable efforts to avoid and minimize the impact of Excused Performance.

ATTACHMENT C
STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.**No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
5. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from

any act or omission of the Party.

Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$1,000,000** per occurrence, and **\$3,000,000** aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of

Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect

to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

is not under any obligation to pay child support; or
is under such an obligation and is in good standing with respect to that obligation; or
has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

Internal Controls: In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish

and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

Mandatory Disclosures: In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

Conflict of Interest: Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)
AHS -State of Vermont – Attachment C_3-1-2015_rev

ATTACHMENT D

OTHER TERMS AND CONDITIONS

1. ORDER OF PRECEDENCE; CONTRACTOR DOCUMENTATION.

The parties specifically agree that any language or provisions contained in a Contractor Document is of no force and effect if such language or provisions conflict with the terms of Attachment C or Attachment D to this Contract. Further, in no event shall any Contractor Document: (a) require indemnification by the State of the Contractor; (b) waive the State's right to a jury trial; (c) establish jurisdiction in any venue other than the Superior Court of the State of Vermont, Civil Division, Washington Unit; (d) designate a governing law other than the laws of the State of Vermont; (e) constitute an implied or deemed waiver of the immunities, defenses, rights or actions arising out of State's sovereign status or under the Eleventh Amendment to the United States Constitution; or (f) limit the time within which an action may be brought hereunder.

For purposes of this Attachment D, "Contractor Document" shall mean one or more document, agreement or other instrument required by the Contractor in connection with the performance of the services set forth in Attachment A hereto, regardless of format, including any paper or "shrinkwrap," "clickwrap" or other electronic version thereof.

No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in an amendment to this Contract.

2. OWNERSHIP AND LICENSE IN DELIVERABLES

2.1 Contractor IP.

Contractor shall retain all right, title and interest in and to all Contractor IP, including, but not limited to, any Contractor IP delivered to the State in accordance with Attachment A of this Contract. Should the State require a license for the use of Contractor IP in connection with the development or use of the Deliverables, the Contractor shall grant the State a royalty-free, revocable, nonexclusive license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor IP, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to any such Contractor IP that is incorporated into Work Product paid for, in full by the State.

The State may not use Contractor IP for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, the State shall return or destroy all Contractor IP and all copies thereof, and the State shall have no further right or license to such Contractor IP.

Except as set forth herein, the State acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use Contractor IP for its own purposes. In no event shall the State claim any security interest or ownership interest in Contractor IP.

Nothing in this Contract shall be construed to transfer, convey, restrict, impair or deprive Contractor of any of its ownership or proprietary rights or interest in any Contractor IP, work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements, computer processes, specifications, operating instructions, notes, and any other documentation (whether or not patentable) created by Contractor prior to, after or, other than Work Product, during the provision of the Services and the delivery of Work Product or which has been independently developed by Contractor without use of or reference to any State

Information (hereinafter, "Contractor Property"). Contractor Property will not be incorporated into any Work Product unless otherwise agreed to by the State and Contractor in a separate Attachment to the Contract. Contractor retains all right, title and interest in and to Contractor IP and except for the specific license relating to the receipt of Contractor Services granted to the State hereunder and ownership by the State of Work Product, nothing shall or shall be construed as granting to the State and/or any third party any right or license under any of Contractor's present or future Contractor IP, or as granting to the State and/or any third party any right or license to use for any purpose other than those purposes expressly stated herein any Contractor Property or any other Contractor resources or Contractor facilities or other Contractor proprietary items received, discovered or produced by Contractor in connection with the Services nor shall or shall be construed to restrict, impair, transfer, license, convey or otherwise alter or deprive Contractor of any of its rights or proprietary interests therein, all of which are hereby expressly reserved.

2.2 State Intellectual Property; User Name

The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, "State Intellectual Property").

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall Contractor claim any security interest in State Intellectual Property.

2.3 Work Product

All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

"Work Product" means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others,

pursuant to this Contract. Work Product does not include Contractor IP or third party intellectual property.

To the extent delivered under this Contract, upon full payment to Contractor in accordance with Attachment B, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to State all rights in and to all Deliverables, except to the extent they include any Contractor Intellectual Property; and (ii) grants to State a perpetual, non-exclusive, irrevocable, royalty-free license to use for State's internal business purposes, any Contractor Intellectual Property included in the Deliverables in connection with its use of the Deliverables and, subject to the State's obligations with respect to Confidential Information, authorize others to do the same on the State's behalf. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Intellectual Property.

Contractor shall not sell or copyright a Deliverable without explicit permission from the State.

If Contractor is operating a system or application on behalf of the State of Vermont, then Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed outside of this Contract with no assistance from State.

3. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

3.1 Confidentiality of Contractor Information.

The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to Contractor, and which gives Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information.

The State agrees that (a) it will use Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement

that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

3.2 Confidentiality of State Information.

In performance of this Contract, and any exhibit or schedule hereunder, the Party acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law. In addition to the provisions of this Section, the Party shall execute the HIPAA Business Partner Agreement attached as Attachment F. Before receiving or controlling State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided an executive summary of such policy to the State. State Data shall not be stored, accessed from, or transferred to any location outside the United States.

Unless otherwise instructed by the State, Contractor agrees to keep confidential all information received and collected by Contractor in connection with this Contract ("State Data"). The Contractor agrees not to publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form or authorize or permit others to do so. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall use State Data only for the purposes of and in accordance with this Contract. The Contractor shall provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

3.3 Security of State Information.

The Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 3 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures

to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

3.4 Back-Up Policies.

The Contractor's back-up policies have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

3.5 Security Breach Reporting.

The Contractor acknowledges that in the performance of its obligations under this Contract, it will be a "data collector" pursuant to Chapter 62 of Title 9 of the Vermont Statutes (9 V.S.A. §2430(3)). In addition to the requirements set forth in the Business Partner Agreement as may be attached to this Contract, in the event of any actual or suspected security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (including PII, PHI or ePHI) in any format or media, whether encrypted or unencrypted (for example, but not limited to: physical trespass on a secure facility; intrusion or hacking or other brute force attack on any State environment; loss or theft of a PC, laptop, desktop, tablet, smartphone, removable data storage device or other portable device (; loss or theft of printed materials; or failure of security policies) (collectively, a "Security Breach"), and in accordance with 9 V.S.A. § 2435(b)(2), the Contractor shall immediately notify appropriate State personnel of such Security Breach.

The Contractor's report shall identify: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes, HIPAA and/or HITECH) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to fully cooperate with the State, assume responsibility for such notice if the State determines it to be appropriate under the circumstances of any particular Security Breach, and assume all costs associated with a Security Breach and Notification Event, including but not limited to, notice, outside investigation and services (including mailing, call center, forensics, counsel and/or crisis management), and/or credit monitoring, in the sole determination of the State.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

4. SUBCONTRACTORS

Contractor shall be responsible for directing and supervising each of its subcontractors and any other person performing any of the Services under an agreement with Contractor. Contractor shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing any of the Work under an agreement with Contractor or any subcontractor.

5. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

5.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

(i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.

(ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.

(iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.

(iv) The Contractor owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the Services and provision of the deliverables as set forth in this Contract and none of the deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party, to the best knowledge of the Contractor after due inquiry.

(v) The Contractor has adequate resources to fulfill its obligations under this Contract.

5.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

(i) All deliverables will be free from material errors and shall perform in accordance with the specifications therefor.

(ii) Each and all of the services shall be performed in a timely, diligent, professional and workpersonlike manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment. At its own expense and without limiting any other rights or remedies of the State hereunder, the Contractor shall re-perform any services that the State has determined to be unsatisfactory in its reasonable discretion, or the Contractor shall refund that portion of the fees attributable to each such deficiency.

(iii) All Deliverables supplied by the Contractor to the State shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing, sublicensing and free and clear of any and all liens, claims, mortgages, security interests, liabilities and encumbrances or any kind.

(iv) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate

unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

5.3 Limitation on Disclaimer. The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.

5.4 Effect of Breach of Warranty. If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall provide at no additional cost of any kind to the State, the maintenance required.

6. PROFESSIONAL LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$1,000,000 per claim, \$3,000,000 aggregate, and first party Breach Notification Coverage of not less than \$2,000,000.

7. SOVEREIGN IMMUNITY

The Contractor acknowledges that the State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Contract.

8. DISPUTE RESOLUTION

8.1 Governing Law; Jurisdiction. The Contractor agrees that this Contract, including any Contractor Document, shall be governed by and construed in accordance with the laws of the State of Vermont and that any action or proceeding brought by either the State or the Contractor in connection with this Contract shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Contractor irrevocably submits to the jurisdiction of such court in respect of any such action or proceeding. The State shall not be liable for attorneys' fees in any proceeding.

8.2 Contractor Default. The Contractor shall be in default under this Contract if Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, fails to perform the Services in conformance with the specifications and warranties provided in this Contract, or clearly manifests an intent not to perform future obligations under this Contract, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within thirty (30) days after delivery of the State's notice period, or such longer period as the State may specify in such notice.

8.3 State Default. State shall be in default under this Contract if State commits any material breach or default of any covenant, warranty, or obligation under this Contract and State fails to cure such failure within thirty (30) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice.

8.4 Continuity of Performance. In the event of a dispute between the Contractor and the State, each party will continue to perform its obligations under this Contract during the resolution of such dispute unless and until this Contract is terminated in accordance with its terms. Notwithstanding these

provisions, if sixty (60) days have passed and the State has not delivered payment to Contractor for all undisputed, invoiced amounts, Contractor may suspend services until payment has been made in full for all such undisputed, invoiced amounts.

9. REMEDIES FOR DEFAULT

In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

10. TERMINATION

10.1 Termination Assistance. Upon nearing the end of the final term of this Contract, and without respect to either the cause or time of such termination, the Contractor shall take all reasonable and prudent measures to facilitate the transition to a successor provider, to the extent required by the State. The Contractor shall, at any time during the six (6) months preceding termination, provide such information about the System as will be reasonably required by the State and/or the successor for purposes of planning the transition. The Contractor shall immediately provide historical records to the State in a form acceptable to the State for the preceding seven years.

The Contactor agrees, after receipt of a notice of termination, and except as otherwise directed by the State, the Contactor shall:

1. Stop work under the Contract on the date, and to the extent, specified in the notice;
2. Immediately deliver copies of all subcontracts and all third party contracts executed in connection with the performance of the Services;
3. Place no further orders or subcontracts for Services, except as may be necessary for completion of such portion of the work under the Contract that is not terminated as specified in writing by the State;
4. Assign, to the extent applicable or as the State may require, all subcontracts and all third party contracts executed in connection with the performance of the Services to the State or a successor provider, as the State may require;
5. Perform, as the State may require, such knowledge transfer and other services as are required to allow the Services to continue without interruption or adverse effect up until the date of termination and use reasonable efforts to facilitate orderly migration and transfer of the services to the successor provider (if applicable, transition services and all obligations and fees relating to such transition services shall be mutually agreed to by the State and Contractor and detailed in a separate Attachment to the Contract);
6. Complete performance of such part of the work as shall not have been terminated; and
7. Take such action as may be necessary, or as the State may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the State has or may acquire an interest and to transfer that property to the State or a successor provider.

Contractor acknowledges that, if it were to breach, or threaten to breach, its obligation to provide the State with the foregoing assistance, the State would be immediately and irreparably harmed and monetary compensation would not be measurable or adequate. In such circumstances, the State shall be entitled to seek such injunctive, declaratory or other equitable relief as the State deems necessary to prevent such breach or threatened breach, without the requirement of posting any bond. If the court should find that Contractor has breached (or attempted or threatened to breach) any such obligations,

Contractor agrees that without any additional findings of irreparable injury or other conditions to injunctive or any equitable relief, Contractor will not oppose the entry of an order compelling its performance and restraining Contractor from any further breaches (or attempted or threatened breaches).

10.2 Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to State all State Intellectual Property and State Data (including without limitation any Deliverables for which State has made payment in whole or in part), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time. The return of property to the State shall be at the cost of the Contractor.

At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely destroy data (including archival backups) from the Contractor's equipment that contains individually identifiable records. In the event that Contractor believes that the destruction of data is not possible, Contractor shall provide the State notification of any conditions that Contractor believes make the return or destruction of certain data infeasible. If the State agrees that return or destruction is infeasible, Contractor shall extend the protections of this Agreement to such data and limit further uses and disclosures of such data to those conditions that make the return or destruction infeasible for so long as Contractor maintains such data.

10.3 No Waiver of Remedies. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

10.4 Contractor Bankruptcy. Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

11. ACCESS TO STATE DATA

Within ten (10) business days of a request by State, the Contractor will make available to State a complete and secure (i.e. encrypted and appropriately authenticated) download file of State Intellectual Property and State Data in a format acceptable to State including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. The complete and secure download file shall be at the expense of the contractor. *Provided, however,* in the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Intellectual Property and State Data to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Data. For purposes of clarification and the avoidance of doubt, State Data does not include Work Product that the State has not paid for in full, and State Data does not include Contractor IP.

The Contractor's policies regarding the retrieval of data upon the termination of services have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide

the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

12. STATE FACILITIES

12.1 During the term of this Contract, the State may make available to Contractor space in any State facility applicable to the Services, subject to the conditions that Contractor: (i) shall only use such space solely and exclusively for and in support of the Services; (ii) shall not use State facilities to provide goods or services to or for the benefit of any third party; (iii) shall comply with the leases, security, use and rules and agreements applicable to the State facilities; (iv) shall not use State facilities for any unlawful purpose; (v) shall comply with all policies and procedures governing access to and use of State facilities that are provided to Contractor in writing; (vi) instruct Contractor personnel not to photograph or record, duplicate, disclose, transmit or communicate any State information, materials, data or other items, tangible or intangible, obtained or available as a result of permitted use of State facilities; and (vii) return such space to the State in the same condition it was in at the commencement of this Contract, ordinary wear and tear excepted. State facilities will be made available to Contractor on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

12.2 Contractor Facilities. Contractor will be responsible for procuring, managing, maintaining and otherwise making available all Contractor Resources necessary to provide the Services in accordance with the Requirements hereunder. If reasonably possible, Contractor will seek and obtain the State's prior written approval for any relocation of any Contractor Facilities at, from or through which the Services are provided and shall attempt to mitigate any impact to the State. Any such relocation shall be without additional cost to the State. No Contractor Facility providing Services pursuant to this Contract shall be located outside the United States.

13. AUDIT

13.1 Audit Rights. Contractor will maintain and cause its permitted contractors to maintain a complete audit trail of all transactions and activities, financial and non-financial, in connection with this Contract. Contractor will provide to the State, its internal or external auditors, clients, inspectors, regulators and other designated representatives, at reasonable times (and in the case of State or federal regulators, at any time required by such regulators) access to Contractor personnel and to any and all Contractor facilities or where the required information, data and records are maintained, for the purpose of performing audits and inspections (including unannounced and random audits) of Contractor and/or Contractor personnel and/or any or all of the records, data and information applicable to this Contract. At a minimum, such audits, inspections and access shall be conducted to the extent permitted or required by any laws applicable to the State or Contractor (or such higher or more rigorous standards, if any, as State or Contractor applies to its own similar businesses, operations or activities), to (i) verify the accuracy of charges and invoices; (ii) verify the integrity of State Data and examine the systems that process, store, maintain, support and transmit that data; (iii) examine and verify Contractor's and/or its permitted contractors' operations and security procedures and controls; (iv) examine and verify Contractor's and/or its permitted contractors' disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) examine Contractor's and/or its permitted contractors' performance of the Services including audits of: (1) practices and procedures; (2) systems, communications and information technology; (3) general controls and physical and data/information security practices and procedures; (4) quality initiatives and quality assurance, (5) contingency and continuity planning, disaster recovery and back-up procedures for processes, resources and data; (6) Contractor's and/or its permitted contractors' efficiency and costs in performing Services; (7) compliance with the terms of this Contract and applicable laws, and (9) any other matters reasonably requested by the State. Contractor shall provide and cause its permitted contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions

and with regard to examinations by regulatory authorities, including the installation and operation of audit software. Notwithstanding anything in this Section to the contrary, audits conducted on Contractor premises shall be limited to systems and data solely related to the State and the Services; provided that if any audit to be conducted by or on behalf of the State would be prevented or restricted because of systems and data that relate to both the State and to other Contractor customers, Contractor will reasonably cooperate to permit an audit that meets the State's needs while not providing access to the confidential information of other Contractor customers or any systems, data or information belonging or relating to any customer other than the State. Further, the State shall only be provided access to cost data which forms the basis upon which the State is charged (e.g., reimbursable expenses, out-of-pocket expenses, or cost-plus charges) and/or are necessary to calculate the applicable variable fees, but not cost components of any fixed price charges. In performing audits, the State and any auditors shall endeavor to avoid unnecessary disruption of Contractor's operations and unnecessary interference with Contractor's ability to perform the Services in accordance with the Service Levels. Any external auditor retained by the State in connection with audits under this Section shall execute a non-disclosure agreement with provisions no less stringent than the Confidentiality provisions herein.

13.2 Operations Security. The Contractor shall cause an SSAE 16 SOC 2 audit report to be conducted annually. The audit results and the Contractor's plan for addressing or resolution of the audit results shall be shared with the State within sixty (60) days of the Contractor's receipt of the audit results. Further, on an annual basis, within 90 days of the end of the Contractor's fiscal year, the Contractor shall transmit its annual audited financial statements to the State.

14. CONFLICTS OF INTEREST

Contractor agrees that during the term of this Contract, its performance shall be solely in the best interest of the State. Contractor will not perform services for any person or entity which has also contracted with the State of Vermont in connection with the same project, without express written consent of the State. Contractor shall fully disclose, in writing, any such conflicts of interest, including the nature and extent of the work to be performed for any other person or entity so that the State may be fully informed prior to giving any consent. Contractor agrees that the failure to disclose any such conflicts shall be deemed an event of default under this Contract, and this Contract shall be terminable immediately.

15. MISCELLANEOUS

15.1 Taxes. Most State purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The Contractor agrees to pay all Vermont taxes which may be due as a result of this Contract.

15.2 Force Majeure. Neither the State nor the Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control making it illegal or impossible to perform their obligations under this Contract, including without limitation, acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war or riots. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Contract, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

15.3 Marketing. Neither party to this Contract shall refer to the other party in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade

shows, or marketing materials or similar communications to third parties except with the prior written consent of such party prior to release.

15.4 Payment Disputes. In order to dispute an invoice, or any part thereof, the State must set forth in writing the amount(s) disputed and the specific basis or reason for the dispute, which shall be reasonably detailed and not general or speculative in nature ("Payment Dispute Notice"). The State shall forward a Payment Dispute Notice to Contractor on or prior to the due date of the invoice disputed. The State shall not dispute any invoice unless the State believes, in good faith, that the State is being charged for Services which have not been provided or at prices higher than those set forth in the applicable Statement of Work(s), or that manifest errors in calculation or the like have occurred, or that the State is otherwise being charged for items contrary to specific provisions in the applicable Statement of Work(s) and/or the other provisions of this Contract. Upon compliance with the foregoing provisions, the State may, at its option, withhold payment of the disputed amount(s) of the invoice, and shall remit to Contractor the undisputed amount(s), if any, in a timely manner. Upon receipt of the Payment Dispute Notice, both parties shall make reasonable, diligent, good faith efforts to resolve the dispute as soon as possible.

15.5 Disclaimer of Warranty. EXCEPT AS SPECIFIED IN THIS CONTRACT, NEITHER THE STATE NOR CONTRACTOR MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS CONTRACT AND EACH EXPLICITLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15.6 Limitation of Liability. General Intent. Subject only to the limitations set forth in this Section, a party who breaches any obligations under this Contract shall be liable to the other for damages actually incurred by the other as a result of such breach. The parties agree that the limitations in this Section will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

15.7 Limit on Types of Damages Recoverable.

(a) EXCEPT FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Except as set forth below, each party's aggregate liability to the other party and to any third party for damages under this Contract shall not exceed the amount of all direct provable damages suffered, incurred or sustained by such party hereunder up to the lesser of (i) a cap equal to two times (2X) the maximum contract amount, as the same may be amended, from time-to-time or (ii) \$10,000,000. The following are agreed to be direct damages and neither party shall assert that they are consequential damages or any other form of damages for which recovery hereunder is denied by the provisions of this Section above to the extent that such damages result from Contractor's failure to fulfill its obligations in accordance with this Contract and/or any Statement of Work:

- i. costs of recreating or reloading any of the State's lost or damaged information;

- ii. costs of implementing a workaround in respect of a failure to provide the Services;
- iii. costs of replacing lost or damaged facilities, equipment, software or other materials of Contractor;
- iv. costs and expenses incurred to correct errors in Contractor facilities, equipment and/or Contractor Software maintenance and enhancements provided as part of the Services;
- v. costs and expenses incurred to procure the Services from an alternate source; and
- vi. straight time, overtime, or related expenses incurred by a party, including overhead allocations of employees, wages and salaries of additional employees, travel expenses, overtime expenses, telecommunication charges, and similar charges, due to the failure of a party to fulfill its obligations or incurred in connection with (i) through (v) above.

15.8 Exclusions Not Applicable. The exclusions set forth above shall not apply to (i) fraud, malicious or willful misconduct, recklessness or gross negligence of a party; (ii) any breach of a party's nondisclosure or confidentiality obligations contained in this Contract, or any violation of the Business Associate Agreement (provided that damages payable to a party for a breach relating to personally protected information or the Business Associate Agreement related to Protected Health Information, but not caused by the gross negligence or willful misconduct of such party or its Affiliates or the personnel of either of them, shall be limited to a maximum of two (2) times the maximum contract amount); (iii) improper or wrongful termination of this Contract or abandonment of work by a party, or (iv) a party's failure to comply with Laws.

15.9 Duty to Mitigate. Each party shall have a duty to mitigate damages for which the other party is liable. If the Contractor is harmed by a contractor of the State as a result of the acts or omissions or intentional misconduct of such contractor, the State will use reasonable, good faith efforts to assist the Contractor in its efforts to recover damages from such contractor.

The parties understand that the funding for this contract is from state and federal matching dollars. As such, the failure of either state dollars or federal dollars to support the contract is grounds for termination. If this occurs the state agrees to pay for all services provided under the contract until the date of notice to the contractor.

APPROVAL:


ASSISTANT ATTORNEY GENERAL

DATE: 10/23/15

ATTACHMENT F

AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.

2. **Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. **Medicaid Program Contractors:**

Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and Inspect and audit any financial records of such Contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

Medicaid Notification of Termination Requirements: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit

compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.**

The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

Protected Health Information: The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child

Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the

State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. Computing and Communication. The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:

Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.

State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

The State will not supply e-mail accounts to the Contractor.

13. Lobbying. No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

14. Non-discrimination. The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. Environmental Tobacco Smoke. Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Attachment F - Revised AHS -12/10/10

ATTACHMENT G
BUSINESS PARTNER AGREEMENT

This Business Partner Agreement ("Agreement") is entered into by and between the **State of Vermont, Agency of Human Services operating by and through its Department of Vermont Health Access ("DVHA")** and **Coco Development, LLC DBA Benaissance ("Business Partner")** as of **March 1, 2015** ("Effective Date"). This Agreement supplements and is made a part of the Contract to which it is attached.

DVHA and Business Partner ("the Parties") agree to comply with the terms of this Agreement and the standards promulgated under the Patient Protection and Affordable Care Act of 2010 (Public Law 111-148) as amended by the Health Care and Education Reconciliation Act (Public Law 111-152), and referred to collectively as the Affordable Care Act (ACA), and 45 CFR §155.260, "Privacy and security of personally identifiable information." Business Partner information that constitutes protected health information (PHI) may have additional standards to which the Business Partner must adhere, which would be set out in a separate agreement.

1. **Definitions.** All capitalized terms in this Agreement have the meanings identified in this Agreement and 45 CFR Part 155, "Exchange Establishment Standards and Other Related Standards Under the Affordable Care Act."

- 1.1 The term "**Services**" includes all work performed by the Business Partner for or on behalf of DVHA that requires the access, collection, use and/or disclosure of personally identifiable information (PII).
- 1.2 The term "**PII**" refers to personally identifiable information in any medium, including electronic, which can be used to distinguish or trace an individual's identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name.
- 1.3 The term "**Minimum Functions**" includes all work performed (or Contracted to be performed) pursuant to subparts D, E, H, and K of 45 CFR 155, if such work requires the Business Partner to create, collect, use, or disclose PII.
- 1.4 The term "**Agreement**" refers to this Business Partner Agreement, which details the privacy and security requirements that the Parties must adhere to.
- 1.5 The term "**Individual**" includes applicants, enrollees, and qualified individuals applying for coverage at the Vermont Health Insurance Exchange or Medicaid Agency.
- 1.6 The term "**Breach**" means the loss of control, compromise, and unauthorized disclosure, acquisition, access, or use, and any similar term referring to situations where: (a) PII is used for an unauthorized purpose, or (b) persons other than authorized users have access or potential access to PII.

2. **Authorized Uses/Disclosures of PII**

- 2.1 Except as limited in this Agreement, Business Partner may only create, collect, use or disclose PII to the extent necessary to perform Services specified in the underlying Contract with DVHA. In the course of providing Services, Business Partner shall not use or disclose PII in

any manner that would constitute a violation of 45 CFR §155.260 if used or disclosed by DVHA.

- 2.2 Business Partner may make PII available to its employees who need access to perform Services and/or Minimum Functions, provided that Business Partner makes such employees aware of the creation, collection, use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Partner must also require workforce compliance with 45 CFR §155.260 when employees create, collect, use, or disclose PII in the course of providing Services
3. **Privacy Requirements.** Uses and disclosures of PII to carry out the Services identified in the Contract must be of the minimum amount of PII necessary to perform the services. Business Partner may not create, collect, use or disclose PII gathered for the purposes listed in 45 CFR §155.260(a)(1) while performing Minimum Functions unless the creation, collection, use or disclosure is consistent with the written policies and procedures identified by the State in accordance with 45 CFR §155.260. In addition, Business Partner must ensure workforce compliance with these policies and procedures
4. **Security Safeguard Requirements.**
 - 4.1 Business Partner shall implement and use appropriate safeguards to prevent the use or disclosure of PII except as provided for by this Agreement, an Interconnection Security Agreement, if applicable, and as set forth in 45 CFR 155.260(a)(3)(vii) and (4).
 - 4.2 Business Partner shall monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls in accordance with 45 CFR § 155.260(a)(5).
 - 4.3 Business Partner shall inform DVHA of any material change in its administrative, technical, or operational environments that would require an alteration of the privacy and security standards within this Agreement.
5. **Documenting and Reporting Breaches.** Business Partner shall report to DVHA any Breach of PII as soon as it (or any of its employees or agents) becomes aware of such Breach, and in no case later than one (1) hour after it (or any of its employees or agents) become aware of the Breach. If DVHA determines that a Breach of PII occurred for which one of Business Partner's employees or agents was responsible, upon its request, Business Partner shall provide notice to the individual(s) whose PII was the subject of the Breach. When requested to provide notice, Business Partner shall consult with DVHA about the timeliness, content and method of notice, and shall receive DVHA's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Partner. Business Partner shall also be responsible for any reporting as required by 9 V.S.A. § 2435.
6. **Mitigation and Corrective Action Requirements.** Business Partner shall mitigate, to the extent practicable, any harmful effect that is known to it of a Breach of PII. Business Partner shall draft and carry out a plan of corrective action to address any incident of impermissible collection, use or disclosure of PII, subject to DVHA's prior review and written approval.
7. **Requirements for Agreements with Third Parties.** Business Partner may only disclose PII to its agents, including subcontractors, for the purposes authorized by this Agreement. Business Partner shall ensure that any agent (including any subcontractor) to whom it provides PII received from DVHA or created or received by Business Partner on behalf of DVHA agrees in a written agreement

to the same PII restrictions and conditions that apply through this Agreement to Business Partner. Business Partner must enter into the written agreement and obtain the prior written consent of DVHA before any use or disclosure of PII to such agent. The written agreement must identify DVHA as a direct and intended third party beneficiary with the right to enforce any Breach of the agreement concerning the use or disclosure of PII. Business Partner shall provide a copy of the signed agreement to DVHA upon request.

8. Termination

- 8.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by DVHA or until all of the PII provided by DVHA to Business Partner or created or received by Business Partner on behalf of DVHA is destroyed or returned to DVHA subject to Section 9.
- 8.2 If Business Partner breaches any material term of this Agreement, DVHA, without liability or penalty, may either: (a) provide in writing an opportunity and time frame for Business Partner to cure the breach and terminate the Contract if Business Partner fails to cure; or (b) immediately terminate the Contract if DVHA believes that cure is not reasonably possible. DVHA has the right to seek to cure any breach by Business Partner and this right, regardless of whether DVHA cures such breach, does not lessen any right or remedy available to DVHA at law, in equity, or under the Contract, nor does it lessen Business Partner's responsibility for such breach or its duty to cure such breach.

9. Responsibility for the Return/Destruction of PII

- 9.1 Business Partner, in connection with the expiration or termination of the Contract, shall return or destroy, at the discretion of DVHA, all PII received from DVHA or created or received by Business Partner on behalf of DVHA pursuant to the Contract that Business Partner still maintains within thirty (30) days after such expiration or termination. Business Partner shall not retain any copies of the PII. Within the thirty (30) day period, Business Partner shall certify in writing to DVHA that (1) all PII has been returned or destroyed, and (2) Business Partner does not continue to maintain any PII.
- 9.2 Business Partner shall provide to DVHA notification of any conditions that Business Partner believes make the return or destruction of PII infeasible. If DVHA agrees that return or destruction is infeasible, Business Partner shall extend the protections of this Agreement to such PII and limit further uses and disclosures of such PII to those conditions that make the return or destruction infeasible for so long as Business Partner maintains such PII.

10. Penalties. Business Partner understands that it may be subject to a civil penalty, in addition to other penalties that may be prescribed by law, resulting from the improper creation, collection, use or disclosure of PII. In addition, violations of this Agreement may result in notification by DVHA to law enforcement officials and regulatory, accreditation, and licensure organizations.

11. Training. Business Partner shall participate in training regarding the use, confidentiality, and security of PII at DVHA's request.

12. Miscellaneous

- 12.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall govern with respect to its subject matter. Otherwise the terms of the Contract continue in effect.
- 12.2 Business Partner shall cooperate with DVHA to amend this Agreement from time to time as is necessary for DVHA to comply with 45 CFR §155.260 or any other standards promulgated under the ACA, or DVHA's contractual obligations to CMS.
- 12.3 Any ambiguity in this Agreement shall be resolved to permit DVHA to comply with 45 CFR §155.260, or any other standards promulgated under the ACA, or DVHA's contractual obligations to CMS.
- 12.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., the ACA) in construing the meaning and effect of this Agreement.
- 12.5 As between Business Partner and DVHA, DVHA owns all PII provided by DVHA to Business Partner or created or received by Business Partner on behalf of DVHA.
- 12.6 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement.

The following provisions apply only to those Business Partners that will be accessing Federal Tax Information (FTI).

As applicable, DVHA and Business Partner ("the Parties") agree to comply with the terms of this Agreement and the Language for General Services and Technology Services pursuant to IRS Publication 1075, Exhibit 7:

- 13. General Services; Performance.** In performance of this Contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- 13.1 All work will be performed under the supervision of the contractor or the contractor's responsible employees.
 - 13.2 Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
 - 13.3 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
 - 13.4 No work involving returns and return information furnished under this Contract will be subcontracted without prior written approval of the IRS.

- 13.5 The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- 13.6 DVHA will have the right to void the Contract if the contractor fails to provide the safeguards described above.

14. General Services; Criminal/Civil Sanctions

- 14.1 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 14.2 Each officer or employee of any person to who returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such Person shall also notify such officer and employee that such authorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
- 14.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- 14.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review as part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, /RC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
15. **General Services; Inspection.** The IRS and (is this DVHA?) shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.
16. **Technology Services; Performance.** In performance of this Contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- 16.1 All work will be done under the supervision of the contractor or the contractor's employees.
- 16.2 Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- 16.3 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 16.4 The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 16.5 Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

- 16.6 All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- 16.7 No work involving FTI furnished under this Contract will be subcontracted without prior written approval of the IRS.

17. Technology Services; Criminal/Civil Sanctions

- 17.1 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 17.2 Each officer or employee of any person to who returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such Person shall also notify such officer and employee that such authorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
- 17.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or

agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- 17.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review as part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, /RC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
18. **Technology Services; Inspection.** The IRS and DVHA shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

(Rev:11/15/13)

ATTACHEMENT I

Department of Vermont Health Access
Request for Approval to Subcontract

Date of Request: _____

Original Contractor/Grantee

Name: _____

Contract/Grant #: _____

Address: _____

Phone Number: _____

Contact Person: _____

Agreement #: _____

Signature: _____

Subcontractor Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

Scope of

Subcontracted Services: _____

Is any portion of the work being outsourced outside of the United States? YES NO
(Note to Business Office: If Yes, do not proceed further with approval until reviewed with Finance & Mgmt)

Dollar Amount of

Subcontracted Services: \$ _____

Date Range for Subcontracted

Services: _____

Start: _____

End: _____

DVHA Contact Person: _____

Signature: _____

Phone Number: _____

Business Office Review

Comments: _____

Approval: _____ Title: _____ Date: _____

Required: Contractor cannot subcontract until they receive this signed approval from the State of Vermont.

Language to be included from State of Vermont Bulletin 3.5 in all subcontracting agreements:

Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.)
Party states that, as of the date the Agreement is signed, he/she:

is not under any obligation to pay child support; or

is under such an obligation and is in good standing with respect to that obligation; or

has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

ATTACHEMENT J

For Example Purposes Only

**Contract #
Specialized Work Request**

Type of Work:	
Contractor:	
Contract #:	
Effective Dates:	
Cost:	

Scope of Services

Deliverables

Payment Provisions

Payment shall be in accordance with Attachment B, Payment provisions.

Approval:

[Contractor]	[Contact person]	
Approval Signature		Date
DVHA Business Lead:	[Contact Person]	
Approval Signature		Date
DVHA Contract Administrator	[Contact Person]	
Approval Signature		Date

Must be signed by all parties prior to commencement of work